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JUDGE HARRY D. LEINENWEBER
U.S. DISTRICT COURT JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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| UNITED STATES OF AMERICA | ) | |
| | ) | No. 07 CR 410-7 |
| vs. | ) | |
| | ) | Judge Harry D. Leinenweber |
| RONNIE HOGUE | ) | |

## PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, PATRICK J. FITZGERALD, and defendant RONNIE HOGUE, and his attorney, PHILLIP A. TURNER, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The parties to this Agreement have agreed upon the following:

### Charge in This Case

2. The superseding information in this case charges defendant with knowingly and intentionally using a communication facility, namely, a telephone, in committing and in causing and facilitating the commission of a felony violation of Title 21, United States Code, Section 846, namely, conspiracy to possess with the intent to distribute and to distribute controlled substances, in violation of Title 21, United States Code, Section 843(b). The superseding information also charges defendant in a forfeiture allegation.

3. Defendant has read the charge against him contained in the superseding information, and that charge has been fully explained to him by his attorney.

4. Defendant fully understands the nature and elements of the crime with which he has been charged.

**Charge to Which Defendant is Pleading Guilty**

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the superseding information. The superseding information charges defendant with knowingly and intentionally using a communication facility, namely, a telephone, in committing and in causing and facilitating the commission of a felony violation of Title 21, United States Code, Section 846, namely, conspiracy to possess with the intent to distribute and to distribute controlled substances, in violation of Title 21, United States Code, Section 843(b).

**Factual Basis**

6. Defendant will plead guilty because he is in fact guilty of the charge contained in the superseding information. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt.

On or about May 29, 2007, at approximately 11:00 a.m., at Chicago, in the Northern District of Illinois, Eastern Division, defendant RONNIE HOGUE (hereinafter "HOGUE"), knowingly and intentionally used a communication facility, namely, a telephone, in committing and in causing and facilitating the commission of a felony violation of Title 21, United States Code, Section 846, namely, conspiracy to possess with intent to distribute and to distribute controlled substances, in violation of Title 21, United States Code, Section 843(b).

More specifically, on or about the morning of May 29, 2007, HOGUE, who was driving a black Infiniti registered to Calvin Buffington (hereinafter "the Infiniti"), followed Johnnie Hughes, who was driving a blue Ford van (hereinafter "the Ford van"), as Johnnie Hughes picked up a shipment of cocaine from Calvin Buffington's supplier and which Johnnie Hughes intended to deliver to Calvin Buffington. That morning, HOGUE and Johnnie Hughes drove in their respective vehicles in tandem from Calvin Buffington's townhome at 3235 S. Talman, Chicago, Illinois (hereinafter "the Talman residence") to the vicinity of Armour and Erie in Chicago. Once at the vicinity of Armour and Erie, Johnnie Hughes parked the Ford van, and left on foot. HOGUE picked up Johnnie Hughes, and drove the Infiniti away from the area. HOGUE knew that the Ford van being driven by Johnnie Hughes was loaded with cash for the purchase of cocaine.

Shortly thereafter, HOGUE drove Johnnie Hughes in the Infiniti back to the vicinity of Armour and Erie. HOGUE understood that the Ford van was nearby, and that it had been loaded with 10 kilograms of cocaine. Johnnie Hughes got out of the Infiniti, and entered the Ford van. Johnnie Hughes drove away from the area in the Ford van. HOGUE followed Johnnie in the Infiniti. As HOGUE did so, he knew that the Ford van was loaded with cocaine. Johnnie Hughes and HOGUE drove in tandem on I-90/I-94, and then on I-57 toward Lois' residence. HOGUE saw law enforcement execute a traffic stop of Johnnie Hughes in the Ford van at the 111$^{th}$ Street exit of I-57. At approximately 11:00 a.m., HOGUE called Calvin Buffington to alert him that law enforcement had stopped the Ford van containing 10 kilograms of cocaine intended for Calvin Buffington. Calvin Buffington instructed HOGUE to leave the area of the traffic stop. HOGUE did so.

7. Defendant also acknowledges that for the purpose of computing his sentence under the Sentencing Guidelines, the following conduct, to which he stipulates, constitutes relevant conduct under Guideline §1B1.3:

Beginning no later than in or around May 2007, and continuing until at least on or about June 28, 2007, HOGUE conspired with Calvin Buffington, Michael Buffington, Corey Anderson, Antonie Boddie, Johnnie Hughes, Christopher Dukes, aka "14," and others, knowingly and intentionally to possess with intent to distribute and to distribute controlled substances, namely in excess of 5 kilograms of mixtures and substances containing cocaine, a Schedule II Narcotic Drug Controlled Substance, in violation of Title 21, United States Code, Section 846.

More specifically, in October 2006, HOGUE moved in with Calvin Buffington and HOGUE's sister, Individual K, who shared the Talman residence. HOGUE lived at the Talman residence between October 2006 and June 28, 2007. While living at the Talman residence, HOGUE performed miscellaneous tasks for Calvin Buffington. Calvin Buffington paid HOGUE in cash for his work. HOGUE suspected that Calvin Buffington made his money by buying and selling cocaine.

In April or May 2007, HOGUE was with Calvin Buffington at the residence of Calvin Buffington's brother, Michael Buffington, located at 11527 S. Aberdeen, Chicago, Illinois (hereinafter "Michael Buffington's residence"). While there, HOGUE saw Calvin Buffington in the basement with several thousand dollars. On that same occasion, HOGUE saw what HOGUE believed to be cocaine residue on a table in the basement. A couple of days later, Calvin Buffington told HOGUE, "You saw what we were doing. If you help re-rock, you could make $1,500 in extra money." HOGUE understood Calvin Buffington to be acknowledging that he was adding adulterants to cocaine in order to make a greater quantity of cocaine. HOGUE further understood Calvin Buffington to be offering him $1,500 to assist in the re-rocking process.

Between April or May 2007, and June 28, 2007, HOGUE assisted Calvin Buffington with re-rocking cocaine approximately at least three times in the basement of Michael Buffington's residence. The re-rocking process involved converting three kilograms of cocaine to four kilograms by: 1) removing 250 grams of cocaine from each of kilogram of cocaine: 2) adding 250 grams of adulterants to the remaining 750 grams of cocaine; 3) pressing the resulting kilogram mixture in a brick-shaped item in a kilogram press; 4) placing the kilogram under heating lights for 15 to 20 minutes, during which the kilogram was sprayed with water; and 5) packing the kilogram in a vacuum-sealed bag, which was wrapped in black tape. The fourth kilogram was created by adding together the three 250 gram quantities of cocaine removed from the three kilograms of cocaine, and mixing it with 250 grams of adulterants. HOGUE referred to the re-rocked kilograms as "black albums."

Several other people participated in the re-rocking process each time HOGUE helped Calvin Buffington re-rock cocaine. Those people included Corey Anderson, Christopher Dukes, who HOGUE also referred to as "14," Michael Buffington, and Johnnie Hughes. Each person was responsible for a particular task in the re-rocking process. HOGUE was usually responsible for removing 250 grams of cocaine from each kilogram of cocaine at the outset of the process. On May 30, 2007, Calvin Buffington also asked HOGUE to make sure that the others helping with the re-rocking process did not steal any cocaine. HOGUE did so, and told Calvin Buffington via telephone that no one had stolen cocaine. Calvin Buffington paid HOGUE approximately $1,000 every time he helped to re-rock cocaine. The smallest amount of cocaine HOGUE helped to re-rock at one time was three kilograms, which was converted into four kilograms of cocaine. The largest amount of cocaine HOGUE helped to re-rock at one time was six kilograms, which was converted into eight kilograms of cocaine.

On at least one occasion, Calvin Buffington directed HOGUE to purchase packaging supplies for the re-rocking process. HOGUE did so. For example, in the late evening of May 30, 2007, HOGUE went to the Super K-Mart located at 16300 Harlem Avenue, Tinley Park, Illinois. While there, HOGUE purchased items including: glad trash bags; a two-pack of tape; food saver bags; and a Seal-a-Meal food saver. After doing so, HOGUE called Calvin Buffington on the telephone, and told him that HOGUE had just purchased "some freezer wrap, some clear tape, and a Seal-a-Meal." HOGUE told Calvin Buffington that he would take the items to Lois Buffington's residence, located at 11543 S. Carpenter, Chicago, Illinois.

On at least one occasion, Calvin Buffington directed HOGUE to deliver cocaine to his customers. For example, in mid-June 2007, Calvin Buffington went to Miami to celebrate his birthday. While he was gone, Calvin Buffington directed HOGUE to deliver three kilograms of cocaine to Antoine Boddie. HOGUE and "14" delivered the cocaine to Antoine Boddie in the garage of the Talman residence.

**Maximum Statutory Penalties**

8. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 4 years' imprisonment. This offense also carries a maximum fine of $250,000. Defendant further understands that the judge also may impose a term of supervised release of not more than one year.

b. In accord with Title 18, United States Code, Section 3013, defendant will be assessed $100 on the charge to which he has pled guilty, in addition to any other penalty imposed.

**Sentencing Guidelines Calculations**

9. Defendant understands that in imposing sentence the Court will be guided by the United States Sentencing Guidelines. Defendant understands that the Sentencing

Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in determining a reasonable sentence.

10. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

a. **Applicable Guidelines**. The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the November 2008 Guidelines Manual.

b. **Offense Level Calculations.**

i. The guideline applicable to the offense of conviction is Guideline §2D1.6 and the base offense level is the offense level applicable to the underlying offense (conspiracy to possess with intent to distribute and to distribute cocaine) . The base offense level for the underlying offense is 34, pursuant to Guideline §§2D1.1(a)(1) and (c)(3) because the amount of controlled substances involved in the underlying offense for which defendant is accountable is at least 15 but less than 50 kilograms of cocaine.

ii. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of Guideline §3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine that may be imposed in this case, a two-level reduction in the offense level is appropriate.

iii. In accord with Guideline §3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline §3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the anticipated offense level is 31, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory Sentencing Guidelines range of 108 to 135 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose. However, pursuant to Guideline §5G1.1(a), because the statutory authorized maximum sentence of 48 months is less than the minimum of the Sentencing Guidelines range, the statutorily authorized maximum sentence shall be the guideline sentence.

e. Defendant and his attorney and the government acknowledge that the above Guideline calculations are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional Guideline provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final Guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

f. Both parties expressly acknowledge that this plea agreement is not governed by Fed.R.Crim.P. 11(c)(1)(B), and that errors in applying or interpreting any of the Sentencing Guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the Guidelines. The validity of this Plea Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Plea Agreement, on the basis of such corrections.

**Cooperation**

11. Defendant agrees he will fully and truthfully cooperate in any matter in which he is called upon to cooperate by a representative of the United States Attorney's Office for the Northern District of Illinois. This cooperation shall include providing complete and truthful information in any investigation and pre-trial preparation and complete and truthful testimony in any criminal, civil or administrative proceeding. Defendant agrees to the postponement of his sentencing until after the conclusion of his cooperation.

**Agreements Relating to Sentencing**

12. Each party is free to recommend whatever sentence it deems appropriate.

13. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Plea Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

14. Defendant agrees to pay the special assessment of $100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

**Presentence Investigation Report/Post-Sentence Supervision**

15. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall

fully apprise the District Court and the Probation Office of the nature, scope and extent of defendant's conduct regarding the charge against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to the issue of sentencing.

16. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline §3E1.1 and enhancement of his sentence for obstruction of justice under Guideline §3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

17. For the purpose of monitoring defendant's compliance with his obligations to pay a fine during any term of supervised release to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release to which defendant is sentenced. Defendant also agrees that a certified copy of this Plea Agreement shall be sufficient

evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

## Acknowledgments and Waivers Regarding Plea of Guilty

### Nature of Plea Agreement

18. This Plea Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 07 CR 410-7.

19. This Plea Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver or release by the United States or any of its agencies of any administrative or judicial civil claim, demand or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state or local prosecuting, administrative or regulatory authorities, except as expressly set forth in this Agreement.

### Waiver of Rights

20. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. **Right to be charged by indictment.** Defendant understands that he has a right to have the charge prosecuted by an indictment returned by a concurrence of twelve or more members of a grand jury consisting of not less than sixteen and not more than twenty-three members. By signing this Agreement, defendant knowingly waives his right to be prosecuted by indictment and to assert at trial or on appeal any defects or errors arising from the information, the information process, or the fact that he has been prosecuted by way of information.

b. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charge against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. Defendant has a right to a jury trial. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt. The jury would have to agree unanimously before it could return a verdict of guilty or not guilty.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

c. **Waiver of appellate and collateral rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial. Defendant is aware that Title 28, United States Code, Section 1291, and Title 18, United States Code, Section 3742, afford a defendant the right to appeal his conviction and the sentence imposed. Acknowledging this, defendant knowingly waives the right to appeal his conviction, any pre-trial rulings by the Court, and any part of the sentence (or the manner in which that sentence was determined), including any term of imprisonment and fine within the maximums provided by law, and including any order of restitution or forfeiture, in exchange for the concessions made by the United States in this Plea Agreement. In addition, defendant also waives his right to challenge his conviction and sentence, and the manner in which the sentence was determined, and (in any case in which the term of imprisonment and fine are within the maximums provided by statute) his attorney's alleged failure or refusal to file a notice of appeal, in any collateral attack or future challenge, including but not limited to a motion brought under Title 28, United States Code, Section 2255. The waiver in this paragraph does not apply to a claim of involuntariness, or ineffective assistance of counsel, which relates directly to this waiver or to its negotiation, nor does it prohibit defendant from seeking a reduction of sentence based directly on a change in the law that is applicable to defendant and that, prior to the filing of defendant's request for relief, has been expressly made retroactive by an Act of Congress, the Supreme Court, or the United States Sentencing Commission.

d. Defendant understands that by pleading guilty he is waiving all the rights set forth in the prior paragraphs Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

21. By entering this plea of guilty, defendant also waives any and all right the defendant may have, pursuant to 18 U.S.C. §3600, to require DNA testing of any physical evidence in the possession of the Government. Defendant fully understands that, as a result

of this waiver, any physical evidence in this case will not be preserved by the Government and will therefore not be available for DNA testing in the future.

**Other Terms**

22. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

**Conclusion**

23. Defendant understands that this Plea Agreement will be filed with the Court, will become a matter of public record and may be disclosed to any person.

24. Defendant understands that his compliance with each part of this Plea Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in

accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

25. Should the judge refuse to accept defendant's plea of guilty, this Plea Agreement shall become null and void and neither party will be bound thereto.

26. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Plea Agreement to cause defendant to plead guilty.

27. Defendant acknowledges that he has read this Plea Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: Oct. 1, 2010

PATRICK J. FITZGERALD
United States Attorney

RONNIE HOGUE
Defendant

TERRA L. BROWN
Assistant U.S. Attorney

PHILLIP A. TURNER
Attorney for Defendant